

**CERTIFICATE UNDER 37 CFR 3.73(b)****10/542508**Applicant: Craig Duane DICKINSON et.al.Application No.: US Nat'l Phase of PCT/US2004/000019 Filed: 21 January 2004Entitled: HUMAN IL-1 BETA ANTAGONISTSAPPLIED MOLECULAR EVOLUTION, INC., a CORPORATION

(Name of Assignee)

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above.☐ The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_.☒ The assignment is being submitted separately for recordation; a copy of this assignment is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date

July 15, 2005Lynn D. Apelgren  
Patent Attorney

### ASSIGNMENT

**WHEREAS I**, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **HUMAN IL-1 BETA ANTAGONISTS**, containing 47 pages and 0 drawings, and which:

☐ is being filed:  
☒ was filed:

☐ in the United States Patent and Trademark Office  
☐ in the United Kingdom Patent Office  
☐ in the European Patent Office  
☐ in the Spanish Patent Office as a European Application  
☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office,  
or  
☐ International Bureau acting as Receiving Office;  
☐

on 21 January 2004 and accorded serial number PCT/US2004/000019 ;

and

**WHEREAS APPLIED MOLECULAR EVOLUTION, INC.**, a Delaware corporation, having its principal place of business at 3520 Dunhill Street, San Diego, California 92121, wishes to acquire the entire interest in all inventions disclosed in such Application;

**NOW, THEREFORE**, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Applied Molecular Evolution, Inc., its successors and assigns (collectively "AME") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by AME for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this

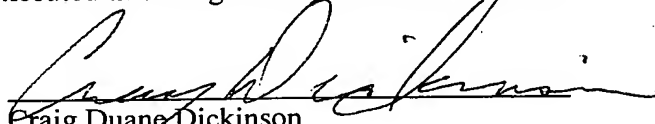
Assignment and sale to AME not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

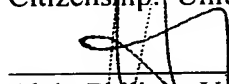
For myself and for my heirs, successors and legal representatives, I further covenant and agree with AME that upon request I and they will, without further consideration than that now paid, but at the expense of AME: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to AME any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for AME, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to AME or its nominees, in the United States and in all other countries where AME may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for AME and to vest and confirm in AME or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

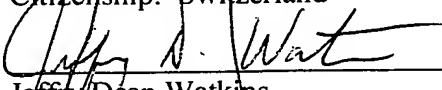
7/8/2005  
Date

  
Craig Duane Dickinson  
15165 Susita Street  
Citizenship: United States of America

07/08/2005  
Date

  
Alain Philippe Vasserot  
6421 La Paloma Street  
Citizenship: Switzerland

07/08/2005  
Date

  
Jeffrey Dean Watkins  
3442 Fortuna Ranch Road  
Citizenship: United States of America

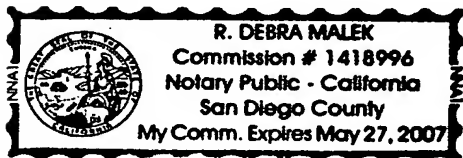
\_\_\_\_\_  
Date

\_\_\_\_\_  
Jirong Lu

UNITED STATES OF AMERICA

STATE OF Calif )  
COUNTY OF San Diego ) SS:

Before me, a Notary Public for San Diego County, State of Calif.  
 \_\_\_\_\_, personally appeared **Craig Duane Dickinson** and acknowledged the execution  
 of the foregoing instrument this 8 day of July, 2005

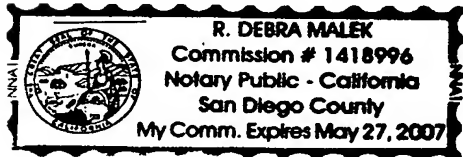


R. Debra Malek  
 Notary Public  
 Commission Expires: 5/27/05

UNITED STATES OF AMERICA

STATE OF California )  
COUNTY OF San Diego ) SS:

Before me, a Notary Public for San Diego County, State of California  
 \_\_\_\_\_, personally appeared **Alain Philippe Vasserot** and acknowledged the execution  
 of the foregoing instrument this 8 day of July, 2005

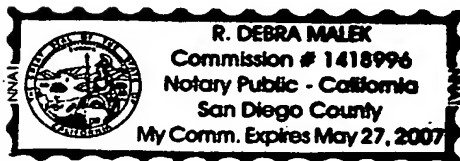


R. Debra Malek  
 Notary Public  
 Commission Expires: 5/27/05

UNITED STATES OF AMERICA

STATE OF Calif )  
COUNTY OF San Diego ) SS:

Before me, a Notary Public for San Diego County, State of Calif.  
 \_\_\_\_\_, personally appeared **Jeffrey Dean Watkins** and acknowledged the execution of  
 the foregoing instrument this 8 day of July, 2005.



R. Debra Malek  
 Notary Public  
 Commission Expires: 5/27/05

**ASSIGNMENT**

**WHEREAS** I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled Human IL-1 Beta Antagonists, containing 52 pages, including drawings, and which:

☐ is being filed with:

☒ was filed in:

☒ United States Patent and Trademark Office

☐ United Kingdom Patent Office

☐ European Patent Office

☐ USPTO as Receiving Office under the PCT

☐ Int'l Bureau as Receiving Office under the PCT

on January 24, 2003 and accorded serial no. 60/442798.

☐ was filed as an international application under the Patent Cooperation Treaty ("PCT"), on \_\_\_\_\_ with the:

☐ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

and was accorded serial number \_\_\_\_\_; or

**WHEREAS ELI LILLY AND COMPANY**, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

**NOW, THEREFORE**, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

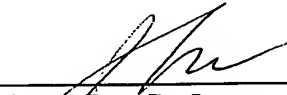
term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

11-12-03  
Date

  
\_\_\_\_\_  
Jirong Lu, Co-Inventor  
6232 Vancouver Court  
Indianapolis, Indiana 46236  
Citizen of United States of America

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Dean Dickinson, Co-Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alain Philippe Vasserot, Co-Inventor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Dean Watkins, Co-Inventor

UNITED STATES OF AMERICA

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public for Morgan County, State of Indiana, personally appeared Jirong Lu and acknowledged the execution of the foregoing instrument this 12<sup>th</sup> day of November, 2003.

Kelly L. Ramsey  
Notary Public    KELLY L. RAMSEY  
Commission:

KELLY L. RAMSEY  
MY COMMISSION EXPIRES:  
OCTOBER 30, 2009  
RESIDENT OF ~~MARION~~ COUNTY  
                  MORGAN

## **ASSIGNMENT**

**WHEREAS ELI LILLY AND COMPANY**, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, IN 46285 and its affiliates (collectively, "ELI LILLY") is the sole assignee of inventions which are the subject of Letters Patents of the United States and foreign countries ("Patents") identified in the APPENDIX attached hereto and incorporated herein by reference; and

**WHEREAS APPLIED MOLECULAR EVOLUTION, INC. PHARMACEUTICALS INCORPORATED**, a California corporation having its principal place of business at 3520 Dunhill Street, San Diego, California 92121 and its affiliates (collectively "AME") entered into a Collaboration Agreement ("Agreement") with Eli Lilly and Company on December 17, 2001; and

**WHEREAS ELI LILLY AND COMPANY** is obligated under the Agreement to assign its entire right, title and interest to such Patents to AME;

**NOW, THEREFORE**, ELI LILLY, its successors and assigns (collectively "Eli Lilly") hereby assigns, transfers and sets over unto AME, its successors and assigns Eli Lilly's entire right, title and interest in, to and under the Patents, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Patents, inclusive of, but not limited to, supplementary protection certificates, copyrights, and trademarks; and any and all Letters Patents of the United States and of all foreign countries and all related patent term extensions which have been or may be granted for Letters Patents; all of the above to be held and enjoyed by AME for its own use and enjoyment to the full end of the term or terms for which such Letters Patents and related intellectual property rights have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Eli Lilly had this Assignment to AME not been made.

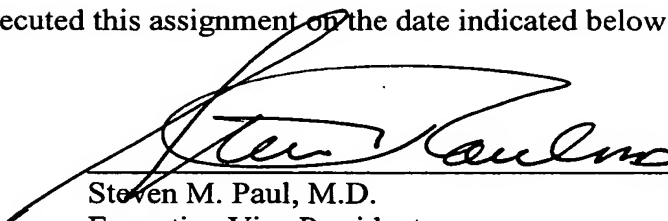
For Eli Lilly and for its successors and legal representatives, Eli Lilly covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For Eli Lilly for its successors and legal representatives, Eli Lilly further covenants and agrees with AME that upon request a Eli Lilly representative will, without consideration: (i) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (ii) do all other acts which, in the opinion of counsel for AME, may be reasonably necessary or desirable to secure the grant of Letters Patents and related intellectual property to AME or its nominees, in the United States or any foreign country and to vest and confirm in AME or its nominees the full and complete legal and equitable title to all such Letters Patents and related intellectual property.



IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

11/20/03  
Date

  
Steven M. Paul, M.D.  
Executive Vice President  
Eli Lilly and Company

UNITED STATES OF AMERICA

STATE OF INDIANA )

) ss:

November 20, 2003

COUNTY OF Mario )

Before me, a Notary Public for Mario County, State of Indiana, personally appeared Steven M. Paul and acknowledged the execution of the foregoing instrument this 20th day of November, 2003.

My commission expires:

  
Notary Public

May 2, 2007

**APPENDIX**

**Lilly Docket P-15950: HUMAN IL-1 BETA ANTAGONISTS**

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